



## CONSENT TO ASSIGNMENT

**THIS CONSENT TO ASSIGNMENT** (this "Consent") dated MAY 15 2007, 2007 is delivered by Palm Beach County, a political subdivision of the State of Florida, by and through its Department of Airports ("County") to Roger Farber (Assignor) and Palm Beach Avionics, Inc., a Florida corporation ("Assignee").

### WITNESSTH:

**WHEREAS**, County and Roger Farber ("Assignor"), entered into that that certain Executive Hangar Lease Agreement dated December 12, 1995 (the "Agreement"); and

**WHEREAS**, Assignor wishes to assign the Agreement to Palm Beach Avionics Inc., a Florida corporation ("Assignee") in accordance with the North County General Aviation Airport Executive Hangar Lease Assignment Agreement dated April 27, 2007, attached hereto and incorporated herein as Exhibit "A" (the "Assignment Agreement"); and

**WHEREAS**, Article 12.07 of the Agreement prohibits the assignment of the Agreement without the prior written consent of the Department.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby consent to the assignment of the Agreement in accordance with the terms and conditions of the Assignment Agreement subject to the following terms, conditions, and limitations:

1. All notices to "LESSEE" under the Agreement shall hereinafter be sent to Assignee at the following address:

Palm Beach Avionics, Inc.  
11250 Aviation Blvd. Unit # 3  
West Palm Beach, FL. 33412

2. County hereby rejects any provision of the Assignment Agreement, if any, which purports to give Assignee any greater right than Assignor has and, further, County expressly rejects any such provision. This Consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under the Agreement.

3. This Consent shall not operate as a waiver of any prohibition against further assignment or subletting without County's consent as provided in the Agreement.

4. No future amendment, modification, or alteration of the Assignment Agreement shall become effective without the prior written notice to and approved by the Department.

5. County reserves any and all rights County may have against Assignor pursuant to the Agreement accruing prior to the effective date of the assignment of the Agreement.

6. This Consent shall only become effective and is conditioned upon the County's receipt from Assignee of the payment security provided for in Article 3.06 and certificate(s) of insurance provided for in Article 7 of the Agreement.

7. This Consent may not be recorded in the public records of Palm Beach County, Florida.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, County has caused this Consent to be executed as of the date first written above.

**WITNESSES:**

*Connie Shutter*  
Signature

Connie Shutter  
Print Name

*Colleen Hawkins*  
Signature

Colleen Hawkins  
Print Name

**PALM BEACH COUNTY,  
BY ITS DIRECTOR OF AIRPORTS**

By: *Sam Peltz*  
Director

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *Anne Helgert*  
County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT  
EXECUTIVE HANGAR LEASE  
ASSIGNMENT AGREEMENT**

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**THIS ASSIGNMENT AGREEMENT** (hereinafter the "Agreement") is made and entered into by and between Roger Farber, whose address is 207 Fairway East, Tequesta, Florida, 33469 (hereinafter referred to as the "Assignor"), and Palm Beach Avionics, whose address is 11250 Aviation Blvd. Unit # 3, West Palm Beach, Florida, 33412 (hereinafter the "Assignee").

**WHEREAS**, Assignor desires to assign to Assignee all of his rights, title and interest in the executive hangar Unit No. 4 in building 11250, including security deposit, and to that certain North County General Aviation Airport Executive Hangar Lease Agreement between Assignor and Palm Beach County, dated December 12, 1995, (hereinafter the "Executive Hangar Lease Agreement") which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, Assignee will assume all of Assignor's duties, obligations, and liabilities under the Executive Hangar Lease Agreement as of the date this Agreement is approved by the Director of the Department of Airports, (hereinafter the "effective date"); and

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in Hangar Unit No. 4 in building 11250, including security deposit for this unit held by the County, as LESSEE in and to the Executive Hangar Lease Agreement, together with appurtenances, improvements, and fixtures, if any, unto Assignee, his heirs, executors, administrators, successors, and assigns from the effective date hereof for the remainder of the term mentioned in said provisions, and each of them therein also mentioned.

2. Assignee does hereby accept the assignment of the above referenced Executive Hangar Lease Agreement and agrees to perform each and every obligation of Assignor under said Executive Hangar Lease Agreement from and after the effective date until expiration or termination of the Executive Hangar Lease Agreement pursuant to its terms.

3. Assignor hereby warrants that:

A. The Executive Hangar Lease Agreement is valid and in full force and effect pursuant to its terms and conditions and Assignor's interest therein is fully assignable; and

B. That there are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor by any third party concerning the leased premises or the Executive Hangar Lease Agreement.


4. Assignee will deliver to Assignor, a check in the amount of four thousand, nine hundred sixty six dollars and two cent (\$4, 966.02), which represents the amount Assignor has paid to County for security deposit.


5. Assignee will deliver to County, a check in the amount of two hundred thirteen dollars and eighteen cent (\$213.18) which represent the balance owed to County to bring the security deposit account up to the required balance of five thousand, one hundred seventy nine dollars and twenty cent (\$5, 179.20) which represents three (3) months current rental amount.

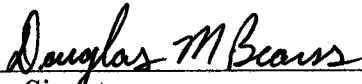
4. Assignor agrees to indemnify and hold harmless Assignee from any and all liability for any and all claims, demands, suits or obligations including obligations under the Executive Hangar Lease Agreement, prior to the effective date, associated with the premises and/or the Executive Hangar Lease Agreement through the effective date of this Agreement.


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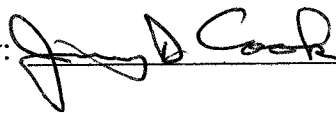
IN WITNESS WHEREOF, the parties have signed this Transfer of Security Agreement effective as of the 27th day of April, 2007.

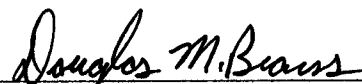
Witness:   
- Signature  
- Stacy Sordani  
- typed or printed

Transferor:  
By: 

Witness:   
- Signature  
- Douglas M. Bearss  
- typed or printed

Witness:   
- Signature  
- Stacy Sordani  
- typed or printed

Transferee:  
By: 

Witness:   
- Signature  
- Douglas M. Bearss  
- typed or printed

**AGREEMENT TO TERMINATE  
HANGAR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
PAUL BROWN**

This Agreement (this "Agreement") is made and entered into MAY 09 2007, 2007 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Paul Brown, residing at 1361 St. Lawrence Drive, Palm Beach Gardens, Florida, 33410 (the "LESSEE").

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the North County General Aviation Airport (the "Airport") located in Palm Beach County, Florida; and

**WHEREAS**, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated June 15, 2003 (R-2003-1020), (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 7, building 11730 on Airport property; and

**WHEREAS**, LESSEE has requested to terminate the Hangar Lease Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of the Hangar Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective May 31, 2007 (The "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the Termination Date.
4. This Agreement shall become effective upon execution by the parties hereto.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Witnesses:**

Connie Shaffer

Signature

Connie Shaffer

Print Name

Colleen Hawkins

Signature

Colleen Hawkins

Print Name

By: [Signature]  
County Administrator or designee

**Witnesses:**

[Signature]  
Signature

JOHN H. WETTERMAN  
Print Name

[Signature]  
Signature

KEN DAVIDOFF  
Print Name

**LESSEE:**

By: Paul E Brown

Paul E. Brown  
Print Name

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: Anne Helgent  
County Attorney